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NOTES OF CASES.

ATTORNEY AND CLIENT—CHAMPERTY.—A stipulation in a contract between attorneys and client, for the payment by the attorneys of the costs of the litigation, is held in *Re Evans* (Utah), 53 L. R. A. 952, to be against public policy, chamepertous, illegal, and void.

LIFE INSURANCE—INCONTESTABLE CLAUSE.—A policy containing a clause making it contestable after two years from date of issue is held in *Murray v. State Mutual L. Assur. Co.* (R. I.), 53 L. R. A. 742, not to be contestable after that time, even for false and fraudulent answers in the application.

FEDERAL COURTS—REMOVAL OF CAUSES.—In an action removed by defendant to a Federal court, it is held in *Hooper v. Atlanta K. & N. R. Co.* (Tenn.), 53 L. R. A. 931, that the complainant may take a voluntary nonsuit and begin another action in the State Court for a less sum than will entitle defendant to removal.

DECEIT—HONEST BELIEF—MEANS OF KNOWLEDGE.—Liability for deceit on the part of a land owner making false representations as to quantity in the tract, on which a purchaser relies to his injury, is held in *Body v. Henry* (Iowa), 53 L. R. A. 769, not to be properly predicated upon the fact, that from the means of knowledge accessible to him, he might have known the statements to be false, if he in fact believed them to be true.

PARENT AND CHILD—CUSTODY OF CHILD.—The custody of a child is held in *Stapleton v. Poynter* (Ky.), 53 L. R. A. 784, to be properly taken from its grandparents and given to its parent, when the latter is of moral habits and reasonably able to insure the child from want and positive distress, although the grandparent possesses fortune, character, kindness and affection for the child, and the child prefers to remain with the grandparent.

LANDLORD AND TENANT—DEFECTIVE PREMISES.—A landlord, though not an insurer of the safety of premises which he is about to let, who knows that they are defective and in a dangerous condition, and does not inform the tenant of such defects, is held in *Moore v. Parker* (Kan.), 53 L. R. A. 778, to be liable for an injury thereby occasioned to the tenant, or a member of his family.

See 6 *Virginia Law Register*, 799; 7 *Ib.* 151.

LIEN OF JUDGMENT.—A grantee of a judgment debtor is held in *Wright v. Ryland* (Md.), 53 L. R. A. 702, to hold the property free from the lien of the original judgment after a judgment of *fiat* is obtained in a *scire facias* thereon, although such grantee is free from any lien of the new judgment because he was not made a party to the *scire facias*.

A note to this case collates the authorities as to the effect upon an existing judgment lien of proceedings to renew, revive, or extend the judgment.